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**and**  
**The School Board of Miami-Dade County, Florida**

**Data Sharing Agreement**

This Agreement is made as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ whose principal address is \_\_\_\_\_, hereinafter referred to as Company and The School Board of Miami-Dade County, Florida a political subdivision of the State of Florida, located at 1450 NE 2nd Ave., Miami, Florida 33132 hereinafter referred to as School Board.

By agreeing to these Terms, School Board authorizes Company to access School Board Information or receive data from School Board for the purpose of allowing Company or authorized third parties to provide School Board software integration. Student Information includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

**TERM OF AGREEMENT**

Data sharing shall commence on the \_\_\_\_\_. Data sharing shall terminate on the \_\_\_\_\_. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Company.

**ACCESS**

School Board authorizes Company to access School Board data and shall facilitate a means for Company to access the data. Company shall access School Board data for the purposes of providing software integration, an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1).

School Board data provided directly through the School Board or through a third party such as Clever, may include, but is not limited to the following data. The School level data provided will include but not limited to the local id, name, state and federal identifier, address, telephone number, and the lowest and highest grade at the school, and principal's name and e-mail address. The Student data provided will include but is not limited to school of enrollment; local and state identifier number; id; Full name; gender; date of birth; grade; race; ethnicity; language status; lunch status; special education status; zip code; e-mail address; username; password; and parent or guardian contact name, type, telephone number, and e-mail address. The teacher data provided will include but is not limited to school of employment id, teacher id, local staff and state teach identifier, full name, e-mail, title or role, username, and password. Additional data provided will include but is not limited to unique name for section, grade level, course name, course number, bell schedule information, subject name and the term associated with the section.

**THIRD PARTY ACCESS**

School Board may designate third parties who are authorized to securely access its School Board data via the Company Application Programming Interface (the "API"). Company shall not disclose School Board data to third parties unless explicitly authorized by the School Board in writing. School Board may, at any time, revoke any third party's access to School Board information by providing written notice to Company.

The respective agencies obtaining confidential information are bound by this agreement and responsible for non - redisclosure under FERPA.

If transactional data is gathered Company may not share data with a third party. The transactional data may only be utilized by Company for a legitimate business purpose in order to improve the product utilized by the School Board.

## **CONFIDENTIALITY AND SECURITY**

- a. Company understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Company further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 134 CF.R. §99 et. seq. Company shall regard all student information as confidential and will not disclose the student information to any third party without prior written approval by The School Board.
- b. Both parties shall not disclose any confidential information except as required by Chapter 119, Florida Statutes or other applicable law.
- c. All written information submitted by School Board to Company in connection with the Services or which is stored on the Site is deemed confidential and trade secret.
- d. Data Privacy. Confidential information will be kept secured, the identity of all persons having access to the confidential information will be documented and access will be logged. In the event of a breach of confidentiality the breaching party will immediately notify the non-breaching party.
- e. Company represents and warrants that its collection access, use, storage, disposal and disclosure of School Board or user information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- f. Without limiting Company's obligations under this Agreement to keep School Board data safe and confidential, Company shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices including specifically the International Organization for Standardization's standards ISO/IEC 27001:2013 – Information Security Management Systems - Requirements and ISO-IEC 27002:2013 – Code of Practice for International Security Management, and shall ensure that all such safeguards, including the manner in which School Board information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement
- g. For all employees or subcontractors who have access to the School Board data during the term of each subcontractor or employee's employment by Company, Company shall at all times cause such subcontractor or employee to abide strictly by Company's obligations under this Agreement. Company further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Company's officers, partners, principals, employees, agents or Company's.
- h. At any time during the term of this Agreement at the School Board's written request or upon the termination or expiration of this Agreement for any reason Company shall, and shall instruct all Authorized Persons to, promptly return to the School Board all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons and securely dispose of all such copies, and certify in writing to the School Board that such personal Information has been returned to School Board and disposed of securely. Company shall comply with all directions provided by School Board with respect to the return and disposal of Personal

Information. Data will be securely erased from any media once that media is no longer in use by termination of this Agreement or by disuse of equipment. All equipment which contains or has contained School Board Data must be securely erased prior to disposal. Secure erasure will be deemed the deletion of the data using a single pass overwrite Secure Erase (Windows) or Wipe (Unix),

- i. Company will assure that all data is transmitted from School Board's access points to the ultimate server and will be stored internally by Company or its subcontractors using School Board approved encryption of no less rigor than NIST validated-DES standards,
- j. Company shall not disclose School Board data to a third party without prior written consent from the School Board,
- k. Security Breach
  1. Company shall:
    - i. Provide School Board with the name and contact information for an employee of Company who shall serve as School Board's primary security contact and shall be available to assist School Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
    - ii. Notify School Board of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Company becomes aware of it; and
    - iii. Notify School Board of any Security Breaches by telephone at the following number: 305-995-3750, e-mailing School Board with a read receipt at [cfs@dadeschools.net](mailto:cfs@dadeschools.net) and with a copy by e-mail to Company's primary business contact within School Board.
  2. Immediately following Company's notification to School Board of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Company agrees to fully cooperate with School Board in School Board's handling of the matter, including, without limitation:
    - i. Assisting with any investigation;
    - ii. Facilitating interviews with Company's employees and other involved in the matter; and
    - iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise [reasonably] required by School Board.

## **STORAGE AND BACKUPS**

During the term of this Agreement, Company shall use a minimum of a Tier 1 datacenter. School Board's data will be stored, backed up and served only on servers located within the continental United States. Company shall execute a document with the Tier 1 datacenters which host School Board's data. Company shall provide the School Board with a copy of the hosting agreement. Company shall notify the School Board in writing fifteen (15) days prior to any changes to the hosting provider. Company shall supply the School Board with proof of a pen test (or proof of SOC II compliance) and the ability to test the security parameters of the tenant configuration.

## **TERMINATION**

The School Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to Company, If said Agreement should be terminated for convenience as provided herein School Board will be relieved of all obligations under said contract. Immediately upon receipt of notice of termination, Company shall cease accessing the School Board's data,

This Agreement may only be modified or any rights under it waived, by a written agreement executed by both parties.

**BOARD POLICIES**

To the extent applicable, Company certifies agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling and 6320.02 Minority/Women Business Enterprise Certification Procedures and agree to comply with all applicable School Board contracting and procurement policies and procedures. Company agrees to comply with all applicable School Board policies and procedures, as amended from time to time, which may be found at <http://www.dadeschools.net/schoolboard/rules/>.

**NOTICE**

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

Company:

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The School Board Miami-Dade County, Florida:  
Dr. Jose L. Dotres, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

With a copy to:  
Eugene Baker, Chief Information Officer  
13135 SW 26 Street  
Miami, FL 33175

And a copy to:  
Daniel M. Mateo, Assistant Superintendent  
Innovation & School Choice  
1501 N.E. Second Avenue, Suite 337  
Miami, FL 33132

And a copy to:  
Dr. Omar Riaz, Assistant Superintendent  
Assessment, Research, and Data Analysis  
1450 NE 2nd Avenue, Suite 208  
Miami, FL 33132

And a copy to:  
Walter J. Harvey, General Counsel  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132

## **HOLD HARMLESS**

The Company shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Company, whether or not due to or caused in part by the negligence or other culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Company's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Company or other persons employed or utilized by the Company in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Company. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Company to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Company shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

## **DUTY TO DEFEND**

The Company agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Company's performance under this Agreement.

## **CYBER LIABILITY & DATA STORAGE**

Such insurance shall be on a form acceptable to the Board and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000     Each Claim/Annual Aggregate

**ABOUT THESE TERMS**

These Terms control the relationship between Company and The School Board. They do not create any third-party beneficiary rights. If School Board does not comply with these Terms and Company does not take action right away, this does not mean that Company is giving up any rights that Company may have, such as taking action in the future.

If a provision in these Terms is found unenforceable the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the original intent as closely as possible.

This Agreement shall be deemed to have been made in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue Miami-Dade County, Florida. Each party is responsible for their own attorney fees.

<p style="text-align: center;"><b>SUBMITTED BY:</b></p> <p>_____</p> <p>(Name Typed) (Title)</p> <p>_____</p> <p>(Department Name)</p> <p>_____</p> <p>(Signature) (Date)</p>	<p><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____</p> <p>(Name Typed) Date</p>
<p style="text-align: center;"><b>APPROVED BY ASSESSMENT, RESEARCH, AND DATA ANALYSIS</b></p> <p>_____</p> <p>Assistant Superintendent Signature Date</p> <p style="text-align: center;"><b>APPROVED BY INNOVATION &amp; SCHOOL CHOICE</b></p> <p>_____</p> <p>Assistant Superintendent Signature Date</p> <p style="text-align: center;"><b>APPROVED BY INFORMATION TECHNOLOGY SERVICES</b></p> <p>_____</p> <p>Executive Officer Signature Date</p> <p style="text-align: center;"><b>APPROVED AS TO RISK AND BENEFITS</b></p> <p>_____</p> <p>Risk Management Signature Date</p> <p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b></p> <p>_____</p> <p>_ General Counsel - Signature Date</p>	<p style="text-align: center;"><b>COMPANY</b></p> <p>_____</p> <p>Legal Name of Contracting Party</p> <p>BY: _____</p> <p style="text-align: center;">Signature</p> <p>Name: _____</p> <p style="text-align: center;">(Name Typed) (Title) (Date)</p> <p>Address: _____</p> <p>_____</p> <p>F.E.I.N. (If organization) _____</p> <p>School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>M-DCPS Employee No. _____</p>